

EXHIBIT “D”

000154

**Houtan Petroleum
101 E. El Camino Real
Mountain View, CA 94040**

October 18, 2007

ConocoPhillips
3611 Harbor Blvd., Suite 200
Santa Ana, Ca 92704
Att: Ross Davidson
Phil Bonina

Re: 101 E. El Camino Real, Mountain View, CA 94040
Site #: 255661

Dear Messrs. Davidson and Bonina:

I am in receipt of ConocoPhillips' untimely Notice of Termination of our PMPA franchise. Since we will be acquiring possession of the premises from the landlord, demand is hereby made that you forward us a bona fide offer from ConocoPhillips to sell the improvements and equipment to us.

Further, please be advised that we hereby expressly reserve any and all rights under both state and federal law.

If you have any further questions, please feel free to contact me.

Sincerely,

Ed Haddad

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EXHIBIT “E”

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Dick Mathews
Real Estate Manager

ConocoPhillips Company
78 Broadway
Sacramento, CA 95818
phone 916-558-7607
fax 916-558-7696

October 22, 2007

Houtan Petroleum ("DEALER")
101 E. El Camino Real
Mountain View, CA 94040

RE: Offer to Sell Improvements at Site #255661, located at
101 E. El Camino Real, Mountain View, California ("Station").

OFFER TO SELL IMPROVEMENTS

Dear DEALER,

By hand delivered letter on September 18, 2007, you were notified of the Notice of Termination ("Notice") of the Union 76 Dealer Station Lease and Motor Fuel Supply Agreement, with an effective date of September 1, 2007, , 2007 ("Agreement"), which Notice terminates your franchise relationship with CONOCOPHILLIPS COMPANY, a Delaware corporation ("COP") for the above referenced Station. The termination of the Agreement shall be effective at 12:00 noon on October 31, 2007 ("Termination Date").

The reason for the termination is that, despite COP's efforts to get additional tenancy at the Station you operate, the underlying ground lease between COP the third party landlord shall expire on October 31, 2007. The duration of the lease and the fact it might expire during the term of the franchise were disclosed to you. Under these facts, it would not have been reasonable for COP to furnish not less than 90 days notice.

You have informed COP on October 18, 2007 that you have obtained a lease with the third party landlord for the Station and have requested from COP a bona fide offer to purchase the improvements and equipment at the Station.

In accordance with the provisions of the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 et seq., COP offers to sell you our interest in the improvements and equipment located on the marketing premises.

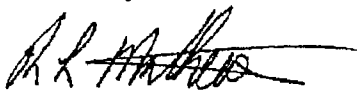
This offer is conditioned upon COP being paid by certified check the sum of Three Hundred Forty Thousand Dollars (\$340,000.00) for the improvements and equipment located at the Station (summarized on the attached Bill of Sale, Schedule 1, and Attachment "A" to Bill of Sale).

Please note that under the Lease, COP has only 10 days after expiration of the Lease to remove the improvements and equipment. Thus, your written notification to COP of your acceptance and/or rejection of the offer to purchase COP's interest in the improvements and equipment must be provided to COP no later than 5:00 p.m. PT on

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October 29, 2007. COP must receive your certified check for the full purchase price no later than 12:00 noon on **October 31, 2007.** **Escrow information will follow.**

Sincerely,



R. L. (Dick) Mathews
Contractor – ConocoPhillips Real Estate Department

Acknowledged/agreed to:

Houtan Petroleum - Dealer

By: _____

Its: _____

Date: _____

Attachments:

Bill of Sale with Schedule 1 ("Property") and Attachment "A" to Bill of Sale.

cc: Dan Pellegrino, Account Representative
Phillip Bonina, Director, Real Estate
David Nash, Contracts Administration
Station File 255661

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BILL OF SALE
(Including Tanks)

In consideration of the covenants and agreements herein contained and in further consideration of Three Hundred Forty Thousand Dollars (\$340,000.00) paid to it by Houtan Petroleum, with an address of 101 E. El Camino Real, Mountain View, California 94040 ("Buyer"), the receipt of which is hereby acknowledged, ConocoPhillips Company, successor by merger and name change to Tosco Corporation, having an office at 3611 Harbor Boulevard, Suite 200, Santa Ana, California 92704 ("Seller"), does hereby transfer and convey to Buyer all of Seller's right, title, and interest in and to the personal property described in Schedule 1 attached hereto and made a part hereof located at Site No 255661, 101 E. El Camino Real, Mountain View, CA ("Property").

TO HAVE AND TO HOLD unto Buyer and buyer's representatives, heirs, devisees, successors, and assigns forever. Buyer acknowledges that Seller is selling only such right, title, or interest in the Property as Seller may have without Seller representing or warranting the extent of Seller's right, title or interest therein. Buyer shall pay any federal, state or local sales, use or value added tax which may be due as a result of this transfer.

Buyer affirms by acceptance of this Bill of Sale that Buyer has inspected to its full satisfaction all of the Property conveyed pursuant to this Bill of Sale and has full knowledge of its condition and location. This sale is made on an "AS-IS, WHERE-IS BASIS" WITHOUT REPRESENTATION OR WARRANTY BY SELLER, EXPRESS OR IMPLIED, REGARDING THE HABITABILITY, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE of the Property conveyed hereby. This sale does not include any title in, or any right to use, any advertising, trade names, trade marks, trade dress, service marks, signs, sign poles, slogans identifications, copyrights or copyrighted materials of the Seller and its affiliates, parents and subsidiaries.

Buyer acknowledges that any underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl, lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Buyer expressly agrees not to use or permit the use of such USTs for such purpose.

BUYER IS WARNED THAT USTs MAY DEVELOP LEAKS AT ANY TIME AND THAT ANY LEAKAGE THEREFROM MAY CAUSE SERIOUS DAMAGE TO PERSONS AND PROPERTY WITHIN AND BEYOND THE CONFINES OF THE IMMEDIATE AREA. BUYER AGREES THAT ANY LEAK DISCOVERED AT ANY TIME HEREAFTER SHALL BE BUYER'S RESPONSIBILITY AND SHALL BE DEEMED TO HAVE OCCURRED AFTER SUCH OWNERSHIP HAS PASSED TO BUYER.

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As of the Effective Date, as defined below, Buyer hereby agrees to assume and hereby waives, releases, indemnifies, defends and holds harmless Seller and its directors, officers, employees, contractors, agents, representatives successors and assigns, from and against any and all claims, demands, damages, costs and expenses, including attorneys' fees, court costs, awards, settlements, judgments, penalties, fines, liens or causes of action, at law or in equity, including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the physical condition of the Property or other property abandoned thereon by Seller, or arising out or relating to the ownership or use of the Property after the date hereof.

The provisions of the Bill of Sale shall be effective as of **12:01 A.M on November 1, 2007** ("Effective Date").

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the undersigned this ____ day of _____, 2007, having first read and understood the terms contained herein and the purpose, intent and effects hereof.

DEALER:

ConocoPhillips Company, a Delaware corporation

By: _____

By: _____

Name Houtan Petroleum

Name R. L. Mathews
Contractor, ConocoPhillips Real Estate Department

WITNESSED:

By: _____

By: _____

Name: _____

Name: _____

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**SCHEDULE 1 ("Property") at
Site No. 255661
101 E. El Camino Real, Mountain View, CA**

Service station building (1,624 sq. ft.)	1
MPD dispensers with CRIND	6
UST's – gasoline (With associated piping for all UST's)	
12,032 gallon Double Steel	1
12,032 gallon Double Steel	1
UST – waste oil (550 gallon)	1
Canopy	2
Monument sign	1
G-Site	1
Any/all moveable equipment, air compressor and hoists.	
Asphalt and concrete paving, landscaping and trash enclosure.	

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Site No. 255661
101 E. El Camino Real, Mountain View, CA

ATTACHMENT "A" TO BILL OF SALE

UNDERGROUND STORAGE TANK INFORMATION

PAGE ONE OF ONE

EXHIBIT D

UNDERGROUND STORAGE TANK INFORMATION

Site No. 255661

To Seller's Actual Knowledge, information about the UST's and monitoring system are as follows:

Tank	1	2	3
Product	UNLEADED	PREMIUM UNLEADED	WASTE OIL
Approximate Capacity	12032	12032	550
Approximate Tank Install Date	1/1/1988	1/1/1988	1/1/1988
DW or SW Tank	DOUBLE	DOUBLE	DOUBLE
Tank Material	STEEL - FG CLAD	STEEL - FG CLAD	STEEL - FG CLAD
Tank Monitoring Method	CONTINUOUSLY MONITORED	CONTINUOUSLY MONITORED	CONTINUOUSLY MONITORED
Approximate Piping Install Date	1/1/1994	1/1/1994	N/A
DW or SW Piping	DOUBLE	DOUBLE	N/A
Piping Material	FIBERGLASS	FIBERGLASS	N/A
Line Monitoring Method	CONTINUOUSLY MONITORED	CONTINUOUSLY MONITORED	N/A
ATTACH ADDITIONAL PAGES IF NECESSARY			

EXHIBIT “F”

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BLEAU FOX

A PROFESSIONAL LAW CORPORATION

3575 CAHUENGA BLVD. WEST, SUITE 580

LOS ANGELES, CALIFORNIA 90068

(323) 874-8613

FACSIMILE (323) 874-1234

Via Facsimile and Regular Mail

(916)558-7696

October 29, 2007

CONOCOPHILLIPS

76 Broadway

Sacramento, CA 95818

Att: R. L. Mathews

Re: My Client: Houtan Petroleum
Station Location: 101 E. El Camino Real, Mountain View, CA 94040
Station #: 255661

Dear Mr. Mathews:

Please be advised that this office has been retained by the above-referenced client relative to the OFFER TO SELL IMPROVEMENTS (hereafter "Offer") you forwarded to my client on or about September 22, 2007.

My client contends that the terms and conditions of the Offer are arbitrary and commercially unreasonable, that the amounts set forth in the Offer for improvements and equipment are excessive and do not approach fair market value, that ConocoPhillips' Offer regarding same does not constitute a "bona fide offer" and that the Offer contains unlawful waivers of my client's rights all in violation of the Petroleum Marketing Practices Act (hereafter "PMPA"). Moreover, ConocoPhillips failed to give my client proper notice of termination in violation of the PMPA and stopping my client's fuel supply may result in damages to my client, which ConocoPhillips will be responsible for.

It is my understanding that you have threatened to remove the improvements and equipment if my client does not accept the Offer by today. Please be advised that should ConocoPhillips attempt to remove the improvements and equipment, my client will have no choice but to call the police and have anyone attempting to do so physically removed from the premises by the authorities. Since my client has acquired possession of the premises, ConocoPhillips is obligated to make my client a bona fide offer to sell the improvements and equipment and may not remove same absent a court order.

In the meantime, please forward a copy of the appraisal that you claim supports ConocoPhillips'

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October 29, 2007
CONOCOPHILLIPS
Att: R. L. Mathews
Page two

\$340,000 value on the improvements and equipment to my office. My client expressly reserves all of its legal rights pending a final legal determination of such rights.

If you have any further questions, please feel free to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to be 'TPB', with a horizontal line drawn underneath it.

Thomas P. Bleau
TPB: tb

cc: Client

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EXHIBIT “G”

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10/30/07 18:23 FAX 916 558 7808

CONOCOPHILLIPS

002



October 30, 2007

De Anza Properties
920 West Fremont Avenue
Sunnyvale, CA 94087

Attn: John Vidovich, Owner

Re: Ground Lease Termination
101 East El Camino Real
Mountain View, CA
ConocoPhillips Site #255661

Dick Mathews
Real Estate Manager

ConocoPhillips Company
78 Broadway
Sacramento, CA 95818
phone 916-558-7807
fax 916-558-7598

Dear Mr. Vidovich:

This letter serves to acknowledge the ground lease between you and ConocoPhillips Company ("COP") will terminate on October 31, 2007. I regret that we were not successful in securing additional tenancy with you at this site. I am also disappointed that several attempts over the last several months to reach you by phone, fax and letter were never responded to.

Therefore, pursuant to the terms and conditions of Section 6 of said lease (Possession), COP shall start removing its improvements and equipment on November 1st. It is our intent to have the improvements removed by November 10th, ten (10) days following the expiration of said lease (and pursuant to the terms and rights outlined in the lease).

Should you have any questions or concerns, please feel free to contact me at (916) 558-7807.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. L. Mathews", written over a horizontal line.

R. L. (Dick) Mathews - Contractor
ConocoPhillips Real Estate Department

cc: Carla J. Wilkey
Phil Bonina
Maria Dunn

1-888

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10/30/07 16:23 FAX 918 558 7698

CONOCOPHILLIPS

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6. POSSESSION: Said premises shall be used for a motor vehicle service station and for such other related uses as Lessee, at its option, may determine. Lessee shall have the right to place and maintain thereon all structures, improvements and equipment which Lessee may desire for such purposes and to remove the same and any structures, improvements or equipment heretofore or hereafter placed upon said premises by Lessee or which have been purchased or owned by Lessee, at any time during the term hereof or within ten (10) days after termination of this lease, or any extension or renewal thereof. Lessee shall also have the right to remove trees and other vegetation from and to alter said premises and the sidewalks and curbing about the same.

Lessee shall not use said premises for the storage, rental or sale of trailers or used cars; nor for performing major overhaul or repair work on automobile engines; nor shall used tires be stored or displayed for sale in the yard area outside the service station building.

7. OPERATION: Lessee shall conduct its business on said premises in compliance with all applicable laws, ordinances and regulations of governmental authorities.

8. CANCELLATION: In the event the sale of gasoline or other petroleum products be prohibited by, or the use of the premises for the conduct or operation of a service station is prevented by any law, ordinance, rule or regulation of any state or local governmental authority having jurisdiction over the premises, or if access to the demised premises, in whole or in part, be cut off, other than temporarily, resulting in a substantial interference with the ingress and egress to and from the demised premises, then Lessee shall have the right at its option, to terminate this lease at any time upon sixty (60) days' prior written notice to Lessor without any liability to Lessor therefor. No change in traffic regulations or patterns and no installation of stop signs.

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10/30/07 18:23 FAX 916 558 7696

CONOCOPHILLIPS

001

ConocoPhillipsREAL ESTATE - NORTHERN CALIFORNIA
DICK MATHEWS - REAL ESTATE MANAGER
78 Broadway

Sacramento, CA 95818-1105

E-mail: Richard.I.mathews@conocophillips.com

**Facsimile Cover Sheet****URGENT**To: John VidovichCompany: De Anza PropertiesPhone: 408-238-4444Fax: 408-238-0231From: Dick MathewsDepartment: Conoco Phillips, Real Estate - Northern CAPhone: 916-558-7607Fax: 916-558-7696Date: 10/30/07Pages including this
cover page:3

This document is in lieu of any copy to be mailed and should be maintained as your file record.



An original copy will be mailed to you for your file.

Remarks: ☒ Urgent ☐ For your review ☐ Reply ASAP ☐ Please CommentReference Site # 255661*Please see letter attached.**Dick*

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above, and any dissemination, distribution or copying of this communication by anyone other than the addressee is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

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EXHIBIT “H”

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BLEAU FOX

A PROFESSIONAL LAW CORPORATION

3575 CAHUENGA BLVD. WEST, SUITE 580
LOS ANGELES, CALIFORNIA 90068
(323) 874-8613
FACSIMILE (323) 874-1234

Via Facsimile and Regular Mail
(925)945-1975

October 31, 2007

GLYNN & FINLEY
100 Pringle Ave., Suite 500
Walnut Creek, CA 94596
Att: Adam Friedenber

Re: My Client: Houtan Petroleum
Station Location: 101 E. El Camino Real, Mountain View, CA 94040
Station #: 255661

Dear Mr. Friedenber:

In furtherance of our telephone conversation yesterday, my client contends that ConocoPhillips' termination of the franchise relationship and attempts to remove the improvements and equipment at the station, notwithstanding the fact that ConocoPhillips was notified in writing that my client had acquired possession from the landlord, violated my client's rights under the PMPA.

After speaking with you yesterday, I learned that ConocoPhillips' employees have been harassing my client, acting very unprofessional and have threatened to remove fuel purchased by my client from his UST's today, despite our conversation about maintaining the status quo while the parties negotiate a new supply agreement. Therefore, it has become obvious that we will need to file a lawsuit and seek a temporary restraining order and preliminary injunction against ConocoPhillips forthwith.

I will forward you a courtesy copy of the complaint as well as the ex parte application for TRO and notice thereof under separate cover. Please advise whether you are authorized to accept service of process.

If you have any further questions, please feel free to contact the undersigned.

Very truly yours,



Thomas P. Bleau
TPB: tb

cc: Client

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EXHIBIT “I”

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De Anza Properties

Via Facsimile and Regular Mail
(916)558-7696

November 1, 2007

ConocoPhillips
76 Broadway
Sacramento, California 95818
Attn: R. L. Mathews

RE: 101 E El Camino Real, Mountain View, CA. 94040

Dear Mr. Mathews:

This letter shall confirm that we have entered into a new lease of the above referenced directly with Houtan Petroleum and that Houtan Petroleum has acquired possession of the premises pursuant to the new lease.

My understanding is that Houtan Petroleum is in negotiations directly with ConocoPhillips over the improvements and equipment, which we have consented to. Accordingly, we can not authorize ConocoPhillips to remove the improvements and equipment absent written consent by Houtan Petroleum.

Sincerely,



John Vidovich
DE ANZA PROPERTIES
V.O. LIMITED PARTNERSHIP

cc Houtan Petroleum